



**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND
REQUEST FOR PROPOSAL # 37-15
CONSULTING SERVICES TO REVIEW AND RECOMMEND A COMPREHENSIVE STRATEGY TO
IMPROVE THE OVERALL PURCHASING OPERATION**

Sealed proposals addressed to the City of Rockville, Maryland to provide purchasing consulting services to review current practices and recommend a comprehensive strategy to improve the operations for the City's purchasing division will be received at Rockville City Hall, Purchasing Division, Attention: Jonathan Pierson, C.P.M., Acting Purchasing Manager, 111 Maryland Avenue, Rockville, Maryland 20850 until **2:00 PM (Eastern), FRIDAY, APRIL 24, 2015**. No proposals will be accepted after that time.

The City will not accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals will be rejected and returned.

RECEIPT AND HANDLING OF PROPOSALS

The offeror assumes full responsibility for the timely delivery of the proposal to the designated location. Proposals delivered to any other office or location will not be considered.

In accordance with Chapter 17 of the City's Purchasing Ordinance, competitive sealed proposals are not publicly opened or otherwise handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the evaluation process. The proposals, except for information identified by the offeror as proprietary, shall be open for public inspection after the contract award.

PROPOSAL DOCUMENTS

The proposal documents are available several ways:

1. Download the document from the City website at <http://www.rockvillemd.gov> Click on bids and proposals.
2. Visit the Purchasing Division and pick up a proposal packet between the hours of 8:30 A.M. and 5:00 P.M., Monday through Friday, excluding government holidays. We are located at Rockville City Hall, 111 Maryland Avenue, Rockville, Maryland 20850.

PRE-PROPOSAL MEETING

A pre-proposal meeting is scheduled for **Tuesday, April 07, 2015 at 02:00 P.M.** at Rockville City Hall in the Mayor & Council Chambers, located on the 3rd floor of City Hall at 111 Maryland Avenue, Rockville, Maryland. Proposers are highly encouraged to attend the meeting. Please e-mail Jonathan Pierson at jpierson@rockvillemd.gov and indicate the number of people attending for your company.

SUBMITTAL OF QUESTIONS

Prospective offerors are requested to submit any questions no later than **MONDAY, APRIL 13, 2015** to Jonathan Pierson, C.P.M., Acting Purchasing Manager, via e-mail at jpierson@rockvillemd.gov. Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City. The City reserves the right to include questions and responses in the form of written Addendums, as it deems necessary.

SITE LOCATION

Various, primarily Rockville City Hall, 111 Maryland Avenue, Rockville, Maryland and the Rockville Maintenance Complex, 14625 Rothgeb Drive, Rockville Maryland.

PROJECT DESCRIPTION

The City of Rockville requires the services of a qualified firm specializing in public purchasing consulting to provide a comprehensive purchasing process review of existing operations and assist in the development of a comprehensive strategy to improve the purchasing functions and services for the City.

The selected proposer shall perform a detailed analysis of Rockville's current purchasing activities and provide improvement recommendations regarding the City's purchasing process including, but not limited to, organization and staffing, staff assignments and workload, process and technology work flows, data, and performance measurements.

The City wants to ensure that its purchasing function has adequate resources and is engaging in nationally recognized "best practices" in all areas of public purchasing.

AWARD

Award will be made to the qualified offeror obtaining the highest weighted score combining price and technical qualifications. Additional information regarding award criteria can be found within the Evaluation And Award Section of this document.

AGREEMENT

The successful offeror shall be required to complete a two-party standard form of agreement. A sample agreement (Attachment E) is attached. The City reserves the right to make changes to the sample agreement, where no change to the agreement form by the successful offeror will be considered. By submitting an offer in response to this Request for Proposal (RFP), an offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and any subsequent Contract based on the aforementioned two-party standard form agreement. Part or all of this RFP and the successful proposal may be incorporated into any subsequent Contract.

TERM

Contractor shall begin work within ten (10) calendar days after receipt of a Purchase Order. All work shall be completed within one hundred and twenty (120) calendar days from receipt of a Purchase Order.

NOTICE TO BIDDERS

"Pursuant to 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201 before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation." Bidders must supply with their bids their US Treasury Department Employer's Identification Number as such number is shown on their Employer's Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: charterhelp@dat.state.md.us.

QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY

Bidders must be qualified to bid in the State in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

EXPENSES ASSOCIATED WITH RESPONSE

The City of Rockville will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals in part or in full and to waive any technicalities or informalities as may best serve the interests of the City.

DISABILITY INFORMATION

Any individuals with disabilities who would like to receive the information in this document in another form may contact the ADA Coordinator at (240) 314-8100; TDD (240) 314-8137.

W-9 FORM REQUIRED

Successful respondents are required to complete and submit a W-9 Form. The W-9 form can be accessed at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>. It is the successful respondent's responsibility to act upon this instruction for submitting a W-9 form. The City will not be able to process payments if this form is not completed and submitted to the Purchasing Division.



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1. INTENT, BACKGROUND AND SCOPE

a. INTENT

The City of Rockville requires the services of a qualified firm specializing in public sector purchasing consulting to provide a comprehensive purchasing process review of existing operations and assist in the development of a comprehensive strategy to improve the purchasing functions and services for the City. The selected proposer shall perform a detailed analysis and provide improvement recommendations regarding the City's purchasing process including, but not limited to, organization and staffing, staff assignments and workload, process and technology work flows, purchasing data, and performance measurements

b. BACKGROUND

Purchasing operations at the City of Rockville consists of four (4) full time employees, who are responsible for the purchasing of goods and services, training of City staff on purchasing procedures, maintaining and administering purchasing documentation, and administering contracts in accordance with Chapter 17 of the City's Code.

https://www.municode.com/library/md/rockville/codes/code_of_ordinances?nodeId=CICO_CH17PU

These operations are accomplished by both centralized and decentralized methods. The Purchasing Division operates within the Department of Finance and is one of five (5) divisions. The division is managed by a Purchasing Manager who reports directly to the Director of Finance. The division FY 2015 budget is \$445,460. The mission of the division is to provide internal customers with an efficient and effective means of procuring the goods and services necessary to support the mission of the City of Rockville. The division also provides external customers with an open, competitive atmosphere beneficial to the buyer and seller that support the procuring of goods and services on the basis of definitive specifications, quality of product and service, competitive price and delivery.

During FY 2014, the City spent approximately \$60 million utilizing direct bill and invoice methods, a purchasing card program, as well as, competitively solicited instruments and rider contracts resulting in both purchase orders and master agreements. In this same time frame, approximately 14 Request for Quotations (RFQ), 22 Invitation for Bids (IFB), and 4 Request for Proposals (RFP) were performed, totaling approximately \$8.1 million of spending. The City considers \$30,000 and below to be an informal purchase, and manages approximately 90 purchase cards with \$2.5 million spent in FY 2014.

The Purchasing Division is also responsible for operating and managing a warehouse staffed by two (2) full time employees, who manage approximately 1,300 stock items worth approximately \$300,000 on any given day. The warehouse is also tasked with handling the City's surplus and obsolete property.

The City has an informal outreach program for minority, female, and disabled owned businesses. The Purchasing Division has recently been tasked by the Mayor and Council with implementing this program and expects to be tasked with creating a green buying sustainability program in the near future.

c. SCOPE

The Contractor shall provide a comprehensive review of existing operations and assist with the development of a comprehensive strategy to improve the City's purchasing functions and services to include, but not limited to, providing recommendations for improvement in the following areas: (1) organizational structure and staffing assessment, (2) operations improvement and efficiency, (3) customer service and training, (4) availability of data on purchasing activities and spending, and (5) performance measurements.

2. REQUIREMENTS

The City of Rockville requires the Contractor to provide independent and objective consulting services in accordance with the aforementioned scope of work and the following requirements. The Contractor will work under the direction of the City Attorney, who will serve as the Project Manager. The Requirements shall be met with a combination of document review, reviews of electronic systems and data used in purchasing operations, and interviews of staff. The Contractor shall interview the City Manager, the Director of Finance, all members of the Purchasing Division, and selected departmental staff who participate in the purchasing process; and shall survey all user departments to determine their levels of satisfaction with the Purchasing Division in supporting the respective missions of their departments. Requirements include, but are not limited to, the following:

a. Organizational Structure And Staffing Assessment Requirements

- i. Review current organization of all purchasing activities, including the activities conducted by the Purchasing Division, the operating departments, and others involved in the purchasing process (e.g., the City Attorney's Office, Risk Management, etc.). Develop recommendations to optimize strategic purchasing functions, maximize efficiencies in process times, and target specific purchasing specialty areas to support departmental needs.
- ii. Review transactional versus strategic workload levels of staff benchmarked to national best practices. Develop recommendations for workload and transaction targets for performance expectations and staffing capacity.
- iii. Conduct interviews with those members of the Mayor and Council and the City's Financial Advisory Board that wish to provide input into the organizational and staffing assessment or other aspects of this review.

b. Operations Improvement And Efficiency Requirements

- i. Review existing City purchasing policies and procedures and assess their consistency with best practices in municipalities of similar size, the "Principles and Practices of Public Procurement" published by the Partnership for Public Procurement, and industry. This review should include existing manuals, guides, and City codes related to purchasing practices and procedures. Below is the link to the City Code Chapter 17.

https://www.municode.com/library/md/rockville/codes/code_of_ordinances?nodeId=CICO_CH17PU

All other purchasing manuals and guides will be made available at the link below on the City's intranet.

<http://i-rock/purchasing/index.html>

- ii. In addition to a general assessment of the extent to which City purchasing policies and procedures conform to best practices in municipalities of similar size and industry, the assessment should specifically address:
 1. The steps taken to assure that funds are available before contracts or contract modifications are awarded.
 2. How bid protests are conducted and resolved.
 3. How contract disputes are resolved.

4. Exemptions from or exceptions to the general policies and procedures, e.g., exemptions from competitive procurement requirements.
- iii. Review and document the business processes and procedures that support the all of the City's purchasing activities for each dollar threshold identified in its purchasing policies, and related transaction volumes, cycle times, and \$ values. These processes and procedures should include purchasing activities performed by operating departments as well as by City Purchasing Division staff.
- iv. Determine current levels of compliance with the City's purchasing policies and procedures by operating departments, and any impediments for current compliance.
- v. Review any process and/or policy constraints that may impede efficiency and cost effectiveness and recommend actions to overcome these constraints.
- vi. Develop recommendations on how to improve cycle times and meet other performance objectives through business process efficiencies, workflow organization, requisition process workflow, best practice procedures, technology improvements, and elimination of non-value added requirements.
- vii. Develop recommendations on what policies should be revamped based upon efficiency recommendations, current best practices, and customer needs.
- viii. Develop recommendations on how to ensure processes are standardized through City Purchasing staff for consistent application and customer understanding.
- ix. Review the degree to which the Purchasing Division conducts outreach for purchasing solicitations. Develop recommendations to increase sourcing through competition such as other government sourcing databases, State and cooperative purchasing agreements, advertising and promotion.
- x. Evaluate and provide recommendations for improving the current purchasing system in terms of performance objectives, constraints, and measures of operational effectiveness.
- xi. Review the City's purchasing card program and make recommendations as warranted for enhancing the program. This review should identify the number of purchasing cardholders, the criteria for becoming a cardholder, policies on the purchases for which purchase cards may and may not be used, reports on purchase card use that are routinely obtained by City staff, and additional reports that are available on request from the bank that supports the purchase card program.
- xii. Review the City's processes for bid awards, including the posting of awards and the process for addressing award protests, compared to similar governmental jurisdictions.
- xiii. Provide input on best practices for an informal program to encourage procurements from minority, female, and disabled (MFD) owned businesses.
- xiv. Review the City's current action plan at improving the purchasing function that was tasked by the Mayor and Council based on a report issued by the former Purchasing Manager. Document and report the status of the City's actions to implement that action plan. Information on the action plan can be found at:

<https://rockmail.rockvillemd.gov/clerk/egenda.nsf/d5c6a20307650f4a852572f9004d38b8/23e77713cd61ee8885257d500063e5b8?OpenDocument>

c. Internal Customer Service And Training Requirements

- i. Survey the user departments, obtain their opinions as to the adequacy of training and other support provided by the Purchasing Division, and develop recommendations for improved customer service approaches and measures of service.
- ii. Develop specific strategies to improve the Purchasing Division's communication and support services to City user departments.
- iii. Review the City's training materials and instruction manuals, and checklists to ensure they are accurate, comply with policy and procedure manuals, and support the user departments.

d. Performance Measures

- i. Develop performance measures against which the services provided can be compared to other similar sized purchasing functions.
- ii. Develop performance measures utilizing "best practices" as issued by national organizations for the purchasing function.
- iii. Develop recommendations on standard performance metrics to assess the performance of the Purchasing Division and Purchasing Division staff utilizing industry related benchmarks.

e. Purchasing Data

- i. Assess the adequacy of the technology tools currently available to the City, e.g., an financial system modules of the City's current ERP that have not yet been activated, for tracking purchasing workflows and generating summary reports that show purchasing spend and obligations by:
 - a) Vendor
 - b) Product or service category
 - c) Type of purchasing vehicle, e.g., RFQs, IFBs, RFPs, purchasing cards, purchase orders, cooperative procurements, etc.
 - d) Source of funds, i.e., appropriated or CIP funds.

If these tools are not considered adequate for these purposes, recommend technology tools that could meet these requirements.

- ii. Obtain reports from the bank that services the City's purchasing card program that summarize the FY 2014 spending by vendor and, if possible, by product or service.

f. Engage in the review of any documents, data, systems or methods that the respondent believes will support the requirements of the scope of work.**3. RESPONDENT QUALIFICATIONS****a. The respondent shall:**

- i. Be established in the business of providing public sector purchasing consulting services to local governments for a minimum of five (5) consecutive years.
- ii. Have experience in management practices, organizational structure, manpower allocation, administrative policies and procedures, and all other variables impacting services deliverables.

- iii. Be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees and not currently involved in any type of litigation.

4. RESPONDENT'S PROJECT MANAGER QUALIFICATIONS

- a. The project manager shall:
 - i. Have a minimum of fifteen (15) years' experience in the field of public sector procurement, and at least five (5) years' experience managing similar projects.
 - ii. Hold a current Certified Public Purchasing Officer certificate from the Universal Public Procurement Certification Council through the National Institute for Public Procurement. Preferred, not required.
 - iii. Hold a current Certified Professional in Supply Management certificate from the Institute for Supply Management, Inc. Preferred, not required.
 - iv. Be a permanent staff employee of the firm.
 - v. Oversee all aspects of the project.
 - vi. Serve as the constant primary point of contact for the City.

5. CORRECTIONS AND CHANGES IN WORK

- a. If the City finds it necessary to require corrections to completed work due to errors made by the Contractor, the Contractor shall correct the work at no additional cost to the City.
- b. If the City requires changes in completed work, the Contractor shall make such changes as directed by the City and the Contractor will be compensated at the same rates established by the Contractor's hourly rate(s).

6. OWNERSHIP OF DOCUMENTS AND CONTENT

- a. The City will retain all property rights, including publication rights, to all content developed by Contractor.
- b. The Contractor shall ensure that duplication and distribution rights are secured for the City from any and all contractors and subcontractors.
- c. The Contractor shall obtain all required copyrights for the City, when and where applicable.

7. COPYRIGHT

Contractor shall not assert rights at common law or in equity or establish any claim to statutory copyright any material or information developed in performance of the services authorized. The City has the right to use, reproduce, or distribute any or all of such information and other materials without the necessity of obtaining any permission from Contractor and without expense and charge. Content or portions of content made or obtained by the Contractor may be used if approved by the City in writing.

NOTE: The City of Rockville shall not be held liable for any copyright infringements or liabilities from content provided by the Contractor.

8. DELIVERABLES

In the event of an award, and for the pricing offered, Contractor shall be responsible for providing deliverables to include, but not limited to, the following:

- a) A comprehensive written report outlining specific findings and recommendations on purchasing process efficiencies, benchmarks, best practices, and strategies for improvement.

- b) Recommended organizational structure with specific roles and responsibilities for each position, including staffing metrics and requirements.
- c) Recommended policy changes, including recommended updates or revisions to City purchasing manuals, guides, codes and procedures.
- d) Recommended implementation plan for changes in the immediate, short, and long term timeframes, subject to current resources.
- e) Recommended list of at least five (5) and no more than ten (10) similar sized public sector purchasing functions against which the City can benchmark its purchasing operations.
- f) Presentation to the Mayor and Council of specific findings and recommendations.

9. TECHNICAL & CONTRACTUAL QUESTIONS

Technical and contractual questions pertaining to this RFP may be directed to Jonathan Pierson, C.P.M., Acting Purchasing Manager, via e-mail at jpierson@rockvillemd.gov, no later than **Monday, April 13, 2015**. Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City.

To ensure fair consideration for all offerors, any interpretation made to prospective offerors will be expressed in the form of an addendum to the requirements, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will be posted at the address listed below:

<http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the respondent's responsibility to check this site frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.

10. PROPOSAL SUBMITTAL INSTRUCTIONS

One (1) original and five (5) copies of the proposal, marked "**RFP # 37-15 CONSULTING SERVICES TO REVIEW AND RECOMMEND A COMPREHENSIVE STRATEGY TO IMPROVE THE OVERALL PURCHASING OPERATION**" must be submitted to and received no later than **2:00 P.M. (EASTERN) on Friday, April 24, 2015** by the Purchasing Division, City Hall, 111 Maryland Avenue, Rockville, MD 20850, Attn: Jonathan Pierson, C.P.M., Acting Purchasing Manager.

In order to provide each firm an equal opportunity for consideration, adherence to a standardized proposal format is required. **Individual, separate and complete proposals must be submitted and contain the following elements organized into separate chapters and/or sections, as deemed appropriate.** Failure to adhere to this format may result in the disqualification of your proposal(s).

- a Letter Of Interest
- b Approach And Work Plan
- c Understanding The City's Requirements
- d Firm Experience And Capabilities Focusing On Local Government Experience
- e Project Team Qualifications And Experience
- f Sub-Contractors
- g Price Proposal
- h Other Relevant Information
- i References
- j Execution Of Offer
- k Other Miscellaneous Required Elements
 - o Affidavit Form
 - o Respondent's Questionnaire
 - o Performance & Payment Bonds

- Agreement
- Insurance
- Extension To Metropolitan Washington Council Of Governments

These elements parallel the basis of the City's proposal evaluation criteria. The following sections provide guidelines for information to include in the proposal.

a. LETTER OF INTEREST

Provide a Letter of Interest, which includes a short, concise and focused overview that introduces your firm to the reader. The Letter of Interest must be signed and dated by an authorized agent, officer or employee of the company.

b. APPROACH AND WORK PLAN

Describe your recommended approach and work plan regarding the services that your firm will provide as they relate to the Scope of Services.

This section must address in depth how you plan to meet the general or overall spirit of the City's needs, as well as, discuss the staffing level(s) anticipated by your firm to meet these needs and the relative effort that each staff member will devote to projects. This section should also provide **detailed** information about your firm's mission and philosophies, as well as, its strategies and processes for providing purchasing consulting services to its local government customers that add value and distinguishes it from all others.

c. UNDERSTANDING THE CITY'S REQUIREMENTS

This section should confirm your understanding of the RFP and the City of Rockville's needs, as well as, provide narratives describing your firm's understanding of the required categories, services tasks, responsibilities, response times, scheduling and deliverables set forth in Sections 1 through 8 of this RFP, as well as, how your firm intends to accomplish related tasks and provide solutions to all of the needs identified within these first eight (8) sections of the RFP. These Narratives should also demonstrate your firm's knowledge and understanding of local and regional conditions, the needs of local government, as well as, local, state and federal regulations where applicable.

This section should also demonstrate your firm's capability to respond to the City's needs in a timely manner by identifying the proximity of the respondent's office(s) to the City of Rockville, as well as, acknowledging and stating conformance to any required response time(s) set forth herein.

Lastly, this section should include a definitive statement of intent to comply with all terms and conditions as delineated in this RFP. In the event any of the terms and conditions found within this document are not acceptable as described, respondent must notate and explain any exceptions. Exceptions identified post response may not be considered, and failure to agree to terms and conditions required by law or City purchasing regulations may be grounds for disqualification of your proposal.

d. FIRM EXPERIENCE AND CAPABILITIES

Provide the City with a description of your firm and examples of your firm's commitment to the services set forth in this RFP and/or local government clients in general, as well as, a statement of qualifications demonstrating a minimum of five (5) consecutive years of experience performing similar work. Please address the following:

- Summarize the organizational structure, ownership and size of your firm plus its date of organization and current principal place of business.
- Provide a list of all local governmental entities for which your firm has previously provided equivalent services.
- Describe in detail your firm's experience with similar projects to include, but not limited to the following as they relate to the services required:

- A list of three (3) projects completed within the past three (3) years that best illustrate your firm's capabilities as they relate to the required work described herein, including description, scope, project and cost. These projects should also demonstrate local work experience, as well as, knowledge of local regulations and conditions.
- Information on delivery of projects on time and within budget, execution time (contract vs. actual), cost (estimated vs. actual), as well as, any problems encountered and the solutions devised.

Note: The City reserves the right to contact the customers referenced in these projects to verify/confirm the details provided by your firm.

- Describe any prior and/or ongoing specific experience or familiarity with the City of Rockville.
- Provide any additional information you wish to call to the City's attention with respect to your firm's qualifications.
- Please specify similar qualifications for all proposed subcontractors.
- Company's overall current workload, and anticipated workload if awarded a contract for this need to include current production capability.
- Company's professional registrations, affiliations and memberships

The City reserves the right to make such additional investigations as it may deem necessary to establish the competency and financial stability of any firm submitting a proposal. If, after the investigation, the evidence of competency and financial stability is not satisfactory in the sole opinion of the City, the City reserves the right to reject the proposal.

e. PROJECT TEAM QUALIFICATIONS AND EXPERIENCE

This section must include a staffing plan, shown in organization chart format, and the qualifications of the staff that you will assign to this account in the event your firm is selected. The staff organizational chart should show personnel available to work on the project. At a minimum, this section should include:

- Name of the designated manager(s)
- Organization's name (e.g., managers department, unit, division, etc.), functional discipline, and responsibilities of all staff assigned to the account, as well as, staff size and availability.
- Complete resumes or description of all assigned managers and key staff including, but not limited to, education, professional experience, certifications/licenses, length of time employed by your firm and/or whether or not the team member is a subcontractor. Resumes are also to include any project experience with the City of Rockville.
- Portfolios for all managers to include projects related to the tasks outlined in this proposal, which are similar in size and scope to the needs of the City of Rockville.
- Project manager(s) current workload, and anticipated workload if awarded a contract for this need.

Note: The City has the right of reasonable rejection and/or approval of staff or sub-contractors assigned to the project by the Contractor. The staff named in the proposal shall remain assigned to the project throughout the period of the contract. If the City rejects staff or sub-contractors, the Contractor must provide replacement staff or sub-contractor satisfactory to the City in a timely manner and at no additional cost to the City.

Note: The Contractor may make no diversion or replacement of staff without submission of a resume of the proposed replacement with final approval by the City of Rockville.

Note: The offeror shall clearly state if it is proposing to sub-contract any of the work herein. The names of all sub-contractors together with a description and anticipated percentage of the work being sub-contracted are to be provided in the Execution of Offer. The offeror assumes full liability for the performance of all subcontractors.

Note: The City reserves the right to contact customers referenced to verify/confirm details provided by your firm.

Note: The City reserves the right to make such additional investigations as it may deem necessary to establish the competency and financial stability of any firm submitting a proposal. If, after the investigation, the evidence of competency and financial stability is not satisfactory in the sole opinion of the City, the City reserves the right to reject the proposal.

f. SUB-CONTRACTORS

List any sub-contracting disciplines needed to provide any and all requirements of this RFP and identify all Sub-Contractors and/or other proposed members of the Project Team not mentioned to this point, and describe what portions of the requirements they would perform along with their experience, qualifications and capabilities to provide the specified services.

Respondents shall clearly state whether or not they intend to sub-contract any portion of the work herein. The names of all sub-contractors together with a description and anticipated percentage of the potential work being sub-contracted are to be provided. The Contractor assumes full liability for the performance of all subcontractors.

The City of Rockville reserves the right to require Contractor and any third party (sub) contractors to also indemnify and hold harmless other federal, state and local governmental entities, and where required at no additional cost. All sub-contractors assigned to this project shall adhere to and deliver required Certificates of Insurance.

In the event an unforeseen need arises to utilize a subcontractor after an award has been made, the Contractor shall notify the City of Rockville in advance. Any and all subcontractors shall conform to all terms, conditions and specifications of the contract.

g. PRICE PROPOSAL

It is the intent of the City of Rockville to enter into a contractual agreement with one (1) selected respondent based upon the requirements outlined within this proposal and the subsequent revision (if necessary) to the scope based upon negotiations of a lump sum price. The Execution of Offer (Attachment A) should contain the total cost of your proposed services. Respondent must attach to the Execution of Offer (Attachment A), a highly detailed breakdown of cost per deliverable, which includes at a minimum:

- i) A lump sum fee proposal for completing the services described herein.
- ii) An estimate of the hours and hourly rates that will be required by the lead Consultant and other members of the project team, including all sub-contractors, to complete the services and all deliverables described herein. Hourly rates shall include all profit, fees and other personnel expenditures.
- iii) Identify all non-labor costs including plan copies, courier, mailing, data processing, forms, fax transmissions, telephone calls, printing and all other expenses or incidentals. No additional payment will be made for travel expenses.
- iv) Provide hourly rates for additional meetings beyond those provided for in the specifications.
- v) Provide hourly rates for additional on-site presentations beyond those provided for in the specifications.
- vi) Provide hourly rates for additional non-site presentations beyond those provided for in the specifications.

Failure to provide these costs may result in the disqualification of your proposal.

Note: All non-labor costs including data processing, forms, fax transmissions, telephone calls, printing and all other expenses are to be included within the pricing offered.

Note: No additional payment will be made for travel related expenses (e.g. – airfare, meals, mileage, lodging, per-diem, etc.).

h. OTHER RELEVANT INFORMATION

Provide any additional information you wish to call to the City's attention with respect to your firm's qualifications and how it can add value to this project.

i. REFERENCES

Provide a list or describe representative clients currently or recently served focusing on clients similar in size and complexity to the City of Rockville. Information about the City of Rockville can be found at the following web address:

<http://rockvillemd.gov/>

Provide the current name, address, telephone number, contact person, scope of services and/or project description and cost of at least six (6) specific references (preferably local governments such as the City of Gaithersburg, Montgomery County, Maryland State Highway Administration, Howard County, etc.) your firm has served; preferably those in which the members of your proposed project team provided the same or similar services as requested herein.

- Three (3) of these references are to be for current, unfinished projects.
- Three (3) of these references are to be for completed projects not to exceed three (3) years in age.

Additionally, provide the current name, address, telephone number, and contact person on the Reference Form (Attachment B) for additional, related private and/or international sector projects.

j. EXECUTION OF OFFER

Complete and return the attached Execution of Offer form with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.

k. OTHER MISCELLANEOUS REQUIRED ELEMENTS

i. AFFIDAVIT FORM

Complete and return the enclosed Non-Conviction/Collusion Affidavit Form (Attachment C) with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.

ii. RESPONDENT'S QUESTIONNAIRE

Complete and return the attached Respondent's Questionnaire Form (Attachment D) with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.

iii. PERFORMANCE & PAYMENT BONDS

The City reserves the right to require Contractor to provide City standard issue performance and payment bonds, prior to starting work on any individual projects, in instances where it is necessary that payment(s) be made prior to beginning the work and/or in instances where it is necessary to make payment(s) for hours worked, where no deliverables of equal value are received and accepted.

iv. AGREEMENT

Provide a statement that the firm, if awarded the contract, shall execute the City of Rockville's Standard Professional Services Agreement (Attachment E).

v. INSURANCE

Provide a statement that the firm, if awarded the contract, shall meet all of the insurance requirements contained within this bid document. Provide a copy of a current Certificate of Insurance.

11. EVALUATION AND AWARD

An Evaluation Committee(s) consisting of City staff, a purchasing professional from a comparable governmental jurisdiction, a representative of the City's Financial Advisory Board, and others who may be appointed by the Project Manager, will review all proposals. The committee members will independently evaluate the proposals based on the following criteria:

<u>EVALUATION CRITERIA</u>	<u>WEIGHT</u>
1. Approach And Work Plan	25%
2. Understanding The City's Requirements	15%
3. Firm Experience And Capabilities	10%
4. Project Team Qualifications And Experience	10%
5. References	5%
6. Respondent's Questionnaire	5%
7. Price Proposal	30%

The Evaluation Committee will evaluate the proposals and may also ask questions of a clarifying nature from offerors as required. The ability to meet the requirements for services is the prime consideration factor. Each Review Committee member will complete a proposal evaluation matrix form for each submission received. A composite rating will be developed which indicates the group's collective ranking of the highest rated proposals.

Selection will be made of one offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal. Negotiations may be conducted with one or more offerors so selected. Price will be considered, but need not be the sole determining factor. After negotiations have been conducted, if needed, the City will select one offeror, which, in its opinion, has made the best proposal, and will award a contract to that offeror. The City may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

The Evaluation Committee may afford those offerors whose proposals seem to be the most beneficial to the City an opportunity to make oral presentations in order to clarify their proposals, including presenting proposal in a public forum. If requested, oral presentations shall be made at no cost to the City. When the committee has tentatively selected an offeror, it may request a conference to clarify specific matters. The City of Rockville reserves the right to reject any and all proposals and to accept the proposal(s) the City considers most advantageous. All proposals will become the property of the City.

In the event of oral presentations, the participating committee members will independently evaluate the presentations based on the following criteria:

<u>EVALUATION CRITERIA</u>	<u>WEIGHT</u>
8. Ability To Communicate Technical Concepts To Groups Without Related Backgrounds	50%
9. Experience Of Staff In Providing Related Services To Similar Sized Entities	50%

At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best And Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror(s) proposals will be rescored to combine and include the information contained in the BAFO. In this instance, the decision to award will be based on the final evaluation including the BAFO.

Please note, respondents are discouraged from submitting inflated pricing in their original response in anticipation of price negotiation and the use of a BAFO process. The BAFO process may or may not be used, or may be used on a case-by-case basis to negotiate services, deliverables, pricing terms conditions, etc. with individual respondents. Placing inflated pricing in your original response may produce a low scoring result, which prevents your proposal from reaching the negotiation stage of the evaluation process.

The City Manager, or the Mayor and Council will make the final decision of award based on the recommendations of the Review Committee(s), and endorsement of any other governmental bodies if necessary.

12. COMPENSATION

The City will only compensate Contractor in the form of either one (1) lump sum payment upon completion and acceptance of all work, or monthly progress payments for work completed, which has also resulted in a deliverable of equal value that has been received and accepted by the City.

Note: In any event, compensation shall not exceed the fixed, firm lump sum price proposed within Contractor's offer.

Note: The City reserves the right to develop an evaluation formula for pricing after receipt of proposals, and reserves the right to give preferential price scoring to offers containing lump sum payment upon completion and acceptance of all work.

13. INVOICING AND PAYMENT

The Contractor shall submit invoices, in duplicate, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates), earned value chart (where applicable) and estimated percent completion for service.

Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number. All such invoices will be paid promptly by the City of Rockville unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following addresses:

City of Rockville
Legal Office
111 Maryland Avenue
Rockville, MD 20850

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

14. PAYMENTS TO SUBCONTRACTORS

Within seven days after receipt of amounts paid by the City of Rockville for work performed by a subcontractor under this contract, the Contractor shall either:

Pay the Subcontractor for the proportionate share of the total payment received from the City of Rockville attributable to the work performed by the Subcontractor under this contract; or Notify the City of Rockville and Subcontractor, in writing, of his/her intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.

15. CONTRACT ADMINISTRATOR

Contact information for the contract administrator will be provided upon award.

16. CITY RESPONSIBILITIES

The City will provide copies of any readily available information requested by the Contractor; however, the City does not warrant the accuracy of any documents and/or information. The City will make its employees available for interviews and meetings with the Contractor and will give the Contractor access to purchasing documents and related financial records (including electronic records) as deemed necessary by the Contractor to complete this review.

17. ADDITIONAL COMPLIANCE

All services shall be performed in compliance with industry standards has determined by the City of Rockville, and all federal, state, and local laws, ordinances and regulations.

18. OWNERSHIP OF DOCUMENTS

Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of City of Rockville. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors' obligations under the resulting contract without the prior written consent of City of Rockville. Documents and materials developed by the Contractor under the resulting contract shall be the property of City of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City of Rockville agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.

19. CONTRACT EXCLUSION AND AFFIRMATION

Signing the Letter of Interest and Execution of Offer with a false statement is a material breach of contract and shall void the submitted proposal or any resulting contracts, and the Contractor may be removed from all proposal lists. By signing this proposal, the offeror/contractor hereby certifies that:

- The Contractor shall not engage in providing consulting or other services to any private entity regarding any property within any project area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise.
- The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
- The firm, corporation, partnership or institution represented by the Contractor, or anyone acting for such firm, corporation or institution has violated the antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- The Contractor has not received compensation for participation in the preparation of the specifications for this Request for Proposal.

20. PUBLIC INFORMATION REQUESTS

Information, documentation and other materials submitted under this proposal may be subject to public disclosure under various open records acts. Offeror is hereby notified that the City of Rockville strictly adheres to this open records requirements and the interpretations thereof rendered by presiding courts and tribunals. Offeror shall be deemed to have knowledge of these laws and how to protect the legitimate interests of the contractor.

21. COST REDUCTION/SAVINGS

It is the City's intent that this request for proposal encourages maximum competition. Offerors are requested to identify in their proposal alternative approaches or methodologies, which if adopted, would reduce project costs and generate additional cost savings. Offerors also should identify any aspect of the specifications that contribute unnecessarily to increased project cost.

22. COMPLIANCE WITH CONTRACT

The City Of Rockville will decide all questions, which may arise as to the quality, or acceptability of work performed, the manner of performance and the rate of progress of the work, the interpretation of the Requirements, Request for Proposal, Contractors Proposal and Contract, as well as, acceptable fulfillment of the contract on the part of the Contractor.

23. PROOF OF COMPLIANCE WITH LAWS

When required, the Contractor shall furnish the City Of Rockville with satisfactory proof of its compliance with any and all Federal, State and Local laws, statutes, ordinances, rules and regulations, as well as, any and all orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this contract.

24. ABANDONMENT, DISSOLUTION AND RESTRUCTURING

A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City Of Rockville as soon as possible but not later than thirty (30) days from date of change.

25. INDEPENDENT VENDOR STATUS

Contractor agrees that Contractor and Contractor's employees and agents have no employer-employee relationship with the City of Rockville. The City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will the City furnish any medical or retirement benefits or any paid vacation or sick leave.

26. RIGHT TO AUDIT

At any time during the term of any subsequent agreement and for a period of four (4) years thereafter the City of Rockville or duly authorized audit representative of the City, at its expense and at reasonable times, reserves the right to incrementally audit Contractor's records. In the event such an audit by the City reveals any errors/overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

27. NON-DISCLOSURE

Contractor and the City of Rockville acknowledge that they or their employees may, in the performance of any subsequent agreement come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Contractor or the City unless required by law.

28. PUBLICITY

Contractor agrees that it shall not publicize any subsequent agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the City of Rockville's name in connection with any sales promotion or publicity event without the prior express written approval of the City.

29. SEVERABILITY

If one or more provisions of any subsequent agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

30. NON-WAIVER OF DEFAULTS

Any failure of the City of Rockville at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of any subsequent agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of the City at any time to avail itself of same.

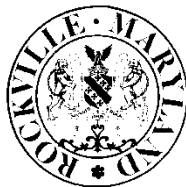
31. ADDITIONAL GENERAL TERMS AND CONDITIONS

- The City of Rockville and the Contractor are referred to throughout this document. The Contractor is the individual, firm, corporation or any combination thereof with which any subsequent contract is made by the City Of Rockville.
- The offeror shall carefully examine the requirements and secure from the City Of Rockville additional information, if necessary, that may be requisite to a clear and full understanding of the need.
- The Contractor shall agree to ensure the continuity of the designated primary Project Manager assigned to perform the service. Contractor represents and warrants that the

primary Program Manager is available for the entirety of the program and shall remain available throughout the term of the contract. Contractor represents and warrants that Contractor shall not remove or replace the primary Program Manager and Contractor agrees that Contractor's removal or replacement of the primary Program Manager may be grounds for termination of the contract. The City of Rockville recognizes, however, that events beyond the control of Contractor, such as death, physical or mental incapacity, long-term illness, or the termination of employment of the primary Program Manager, may require the Contractor to propose a replacement of another employee of the Contractor. In the event that such a replacement is necessary, Contractor agrees that the replacement person shall have equal or better qualifications at no additional cost to the City of Rockville. No replacement person shall begin work on the program without the prior written consent of the City of Rockville.

- The Contractor shall ensure the designated Program Manager has the management and technical expertise to perform the required services of the program.
- The Contractor shall ensure that the Program Manager and staff are sufficiently skilled and knowledgeable to effectively and efficiently utilize general office and electronic communication technology.
- Contractor shall have access to the Internet, established electronic mail, and required equipment necessary to communicate with the City of Rockville, program participants and its customers. This technology shall be available to the Program Manager to communicate with all necessary parties through the term of this contract. It is expected that the Program Manager utilize technology to communicate while traveling, as well as, administering this contract. The Contractor shall have the ability to transmit all documentation required by the City of Rockville electronically.
- It is the intent of the City Of Rockville to purchase goods, equipment, and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and environmental enhancements to this document's requirements for possible consideration and/or inclusion in future like requirements are encouraged.
- The terms and conditions found within Attachment F shall apply to any and all aspects of this work. In the event any terms and/or conditions are found to be conflicting within the entire Request for Proposal document, the City of Rockville shall determine, which terms and/or conditions apply on a case-by-case basis.
- Any and all third party (sub) contractors utilized shall adhere to and meet the requirements of Attachment F. Additionally, upon request by City staff, third party (sub) contractors are to provide Certificates of Insurance, which meet the City's minimum requirements.
- The Contractor agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under any subsequent agreement without undue delays and without cost to the City. The acceptance of the work set forth herein by the City shall not relieve the Contractor of the responsibility of subsequent correction of such errors.
- Contractor's personnel shall be respectful and cautious of City of Rockville employees work areas and personal property, as well as, courteous to City of Rockville employees and the general public when working in areas where these individuals are present. The City of Rockville will determine the definitions of respectful, cautious, and courteous.
- The City reserves the right to retain all proposals submitted and to use any ideas therein regardless of whether that proposal is selected.

- References throughout this document to the City of Rockville, Mayor and Council, City staff, Department of Finance, and/or Purchasing Division may at times be used synonymously. In the event of any questions or dispute, the City of Rockville reserves the right to solely determine whether or not any of the aforementioned terms were used synonymously within this document, and/or any subsequent contract.
- References throughout this document to bidders, companies, contractors, firm, offerors, respondents, consultant, etc. may at times be used synonymously. In the event of any questions or dispute, the City of Rockville reserves the right to solely determine whether or not any of the aforementioned terms were used synonymously within this document, and/or any subsequent contract.

(ATTACHMENT A)

**CITY OF ROCKVILLE
EXECUTION OF OFFER FORM
RFP # 37-15**

**CONSULTING SERVICES TO REVIEW AND RECOMMEND A COMPREHENSIVE STRATEGY TO
IMPROVE THE OVERALL PURCHASING OPERATION**

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR PROPOSAL. CONTRACTOR AGREES TO PERFORM ALL WORK AS SET FORTH IN THIS REQUEST FOR PROPOSAL, AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS AT THE PRICES QUOTED ON THIS FORM.

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1.	Lump Sum Fee For Completing All Work	1 JOB	\$ _____	\$ _____
			TOTAL	\$ _____
2.	Attach An Estimate Of The Hours And Hourly Rates Required Per Section 10, Sub-Section g, Item ii, Entitled "Price Proposal"			
3.	Attach An Itemized List Identifying All Non-Labor Costs Per Section 10, Sub-Section g, Item iii, Entitled "Price Proposal"			
4.	Hourly Rate For Additional Meetings	1 HOUR	\$ _____	\$ _____
5.	Hourly Rate For Additional On-Site Presentations	1 HOUR	\$ _____	\$ _____
6.	Hourly Rate For Other Non-Site Services	1 HOUR	\$ _____	\$ _____
7.	Optional Performance And Payment Bonds	1 SET	\$ _____	\$ _____

Note: Attach to the Execution of Offer (Attachment A), a highly detailed breakdown of cost per deliverable, which includes at a minimum the data and information requested in Section 10, Sub-Section g.

Note: All non-labor costs including data processing, forms, fax transmissions, telephone calls, printing and all other expenses are to be included within the pricing offered.

Note: No additional payment will be made for travel related expenses (e.g. – airfare, meals, mileage, lodging, per-diem, etc.).

NAME OF BIDDER _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT A - CONTINUED)**OPTIONAL MASTER AGREEMENT**

All proposers are encouraged to also submit hourly rates for all titles and positions for all services their firm provides, where all materials shall be provided at cost. The rates provided may be extended to the City and all members of the Metropolitan Washington Council of Governments (MWCOG), selected by the proposer using the form found on the very last page of this RFP, for up to five (5) additional years, to be used on an as needed basis, if mutually agreeable to both parties. Please note, this statement makes no commitment to buy additional services, other than those needed to complete Item 1 (Above), and the City reserves the right to utilize other sources, at any time, during any agreed upon extension for like services.

COMPENSATION FORMAT

Confirm which compensation format is offered as set forth in Section 12:

Lump Sum _____ Progress Payments _____

DELIVERY

Confirm ability to begin work within ten (10) calendar days after receipt of a Purchase Order, and complete all work within one hundred and twenty (120) calendar days from receipt of a Purchase Order.

Yes _____ No _____

LIST OF SUBCONTRACTORS OR SUPPLIERS

Identify the names of all Subcontractors/Suppliers who will be providing services under this contract and the type of work being subcontracted.

(A) _____

(B) _____

(C) _____

(D) _____

(E) _____

(F) _____

(G) _____

(H) _____

NAME OF BIDDER _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT A - CONTINUED)**EXCEPTIONS**

All exceptions taken to the Request for Proposal must be clearly indicated in the space provided below. Unless noted as an exception, the Contractor will be held responsible for providing each component or standard called for.

The City Manager for the City of Rockville, Maryland retains the exclusive right to approve or reject any exception taken to the specifications contained in this Request for Proposal. It is hereby agreed that if this Request for Proposal is rejected due to an exception taken to a requirement by the offeror, the rejection taken will be final and no further action may be taken.

Do you claim an exception to any portion of this Request for Proposal?

ADDENDA

Acknowledgment is hereby made of the following Addenda, if any, (identified by number) received since issuance of this bid:

EXECUTION

THE OFFEROR IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE PROPOSAL TO BE ACCEPTED. BY SIGNING, THE OFFEROR CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THE REQUEST FOR PROPOPAL, ADDENDUMS, PROPOSAL, ANY AND ALL E-MAILS/LETTERS OF CLARIFICATION, BAFO AND CONTRACT.

The proposal, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a proposal is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

NAME OF BIDDER _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT A - CONTINUED)**IF AN INDIVIDUAL:**

NAME: _____

Street and/or P.O. Box_____
City_____
State_____
Zip Code_____
Fed ID or SSN_____
Signature

(SEAL)

Date_____
Print Signature

WITNESS: _____

Signature_____
Print Signature**IF A PARTNERSHIP:**

NAME OF PARTNERSHIP: _____

Street and/or P.O. Box_____
City_____
State_____
Zip Code_____
Fed ID or SSN

BY: _____

Signature

(SEAL)

Date_____
Print Signature

TITLE: _____ WITNESS: _____

Signature_____
Print Signature

NAME OF BIDDER _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT A - CONTINUED)**IF A CORPORATION:**

NAME OF CORPORATION: _____

Street and/or P.O. Box_____
City_____
State_____
Zip Code_____
Fed ID or SSN

STATE OF INCORPORATION: _____

BY: _____ (SEAL) _____
Signature Date_____
Print SignatureTITLE: _____ WITNESS: _____
Secretary's Signature_____
Print Signature**REMITTANCE ADDRESS** (if different than above)_____
Street and/or P.O. Box_____
City_____
State Zip Code

NOTE: Firms must use their FULL LEGAL name. Generally, a corporation's name must end with a suffix indicating the corporate status of that business (i.e., Inc., Co., Corp., etc.). Individuals or corporations may indicate trade names with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. Failure to use your FULL LEGAL name may be cause for rejection of the proposal.

CONTACT FOR ADMINISTRATION

NAME: _____

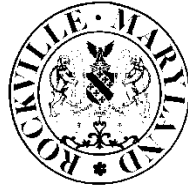
TELEPHONE: _____

EMAIL: _____

PAYMENT REMITTANCE ADDRESS

NAME OF BIDDER _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT B)**REFERENCES**

The Offeror shall be a competent and experienced contractor with an established reputation within the community. The Offeror shall have performed similar work for a minimum period of five (5) years. He shall furnish a representative list of three (3) projects involving work as specified. The Offeror shall have adequate technically qualified personnel employed within his organization to perform all phases of contract requirements. Ability to meet the foregoing experience requirements shall be considered by the City in determining the responsibility of the Offeror. Failure to submit the required information with the Proposal may be cause for rejection of the Request for Proposal.

The City may make such investigation, as it deems necessary to determine the ability of the Offeror to furnish the services and the Offeror shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by or investigation of such Offeror fails to satisfy the City that such Offeror is properly qualified to carry out the obligations of the contract and deliver the service herein.

1. Company Name: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Contract Value: _____
 Description: _____

2. Company Name: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Contract Value: _____
 Description: _____

3. Company Name: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Contract Value: _____
 Description: _____

NAME OF BIDDER _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT C)
A F F I D A V I T

I hereby affirm that:

I am the _____ and the duly authorized representative of the firm of _____
whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I further affirm:

**AFFIDAVIT OF QUALIFICATION TO
CONTRACT WITH A PUBLIC BODY**

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16

of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature and Title _____ **Date** _____

NAME OF BIDDER _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT D)**RESPONDENT'S QUESTIONNAIRE**

The Respondent recognizes that in selecting a company/agent, The City of Rockville will rely, in part, on the answers provided in response to this Questionnaire. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete. The City of Rockville reserves the right to contact each and every reference listed below and shall be free from any liability to respondent for conducting such inquiry.

Company Profile

1. Number of Years in Business: _____
2. Type of Operation: Individual____ Partnership____ Corporation____ Government____
Number of Employees: _____(company wide)
Number of Employees: _____(servicing location)

Annual Sales Volume: _____(company wide)
Annual Sales Volume: _____(servicing location)
3. State that you will provide a copy of your company's audited financial statements for the past two (2) years, if requested by the City of Rockville.
4. Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis), which indicates the financial stability of your company, if requested by the City of Rockville.
5. Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
6. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with The City of Rockville.
7. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

NAME OF BIDDER_____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT E)
SAMPLE FORM – DO NOT RETURN

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2012 by and between the **MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation organized under the laws of Maryland, hereinafter referred to as the "CITY", and **<CONTRACTOR'S NAME>** hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the City desires the Contractor to provide **<DESCRIBE THE SERVICE>**

WHEREAS, the City desires to employ the services of the Contractor in connection with the aforementioned service under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and promises set forth, the parties hereto agree as follows:

1. SCOPE OF WORK. The Contractor agrees to perform the work described and be bound by the terms and conditions set forth in the **<letter agreement dated xxx or RFP# and title>** hereto attached a made a part hereof and identified as Exhibit "A" and in the CONTRACTOR'S proposal dated **xxxx** hereto attached a made a part hereof and identified as Exhibit "B"; **<reference other attachments as necessary>** In the event any terms of the attached exhibits conflict with this Agreement, this Agreement shall prevail. **<if numerous exhibits list prevailing exhibit(s)>**

Contractor shall perform the services described in this Agreement (a) in a timely, diligent and professional manner in accordance with recognized standards of the applicable industry or profession, and; (b) in accordance with the time periods set forth in this Agreement and in the schedule and sequencing specified by the City. Contractor shall furnish efficient business administration and superintendence and shall use its best efforts to ensure that such services being performed under this Agreement are completed in the best way and in the most expeditious and economical manner consistent with the City's best interests.

2. REVIEW BY CITY. The Contractor agrees that the work and records covered by this Agreement will be subject to review, at all times, by representatives of the City.

3. OWNERSHIP RIGHTS. All finished or unfinished documents, data, studies, surveys, drawings, CADD drawings, maps, models, photographs, letters and reports prepared by the Contractor or his subcontractors shall become the property of the City.

4. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement, the Contractor agrees that he will comply with all applicable federal, state and local laws relating to discrimination in employment.

(ATTACHMENT E)
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5. INDEMNIFICATION. The Contractor agrees to indemnify and save harmless the City against any liability, claim, demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent act or omission of the Contractor, its subcontractors, servants, agents or employees incurred in the performance of the Agreement.

6. TIME OF ESSENCE. The Contractor acknowledges that time is of the essence in providing the services under this Agreement and agrees to assign adequate personnel sufficient to respond to requests for service.

7. CONTRACT TERM. This Agreement shall be effective upon execution of the contract and shall continue through **<TERM/ OR COMPLETION DATE>**

8. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid on a pro-rata basis for work performed prior to the effective date of such termination.

9. TERMINATION FOR CAUSE. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid an amount based on the number of hours actually worked at the hourly rates set forth herein, or if no hourly rate is set forth, Contractor shall be paid on a pro-rata basis for work performed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments due the Contractor up to the full amount of the Contractor's fee, until such a time as the exact amount of damages due the City from the Contractor is determined by any Court of competent jurisdiction.

10. COMPLIANCE WITH LAWS. The Contractor shall observe and comply with federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold the City harmless, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor or the Contractor's agent. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance and/or regulation, the Contractor will so advise the City and the City will decide which law, ordinance and/or regulation shall be followed.

11. SUBCONTRACTS. None of the services covered by this Agreement, shall be subcontracted without the prior written consent of the City. The Contractor will require all subcontractors to have in effect at all times insurance coverage as required by the City in Exhibit

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“A” for negligent acts, errors and omissions of subcontractors and their employees and the City shall be named as an insured party.

12. ASSIGNMENT. The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

13. INSURANCE. The Contractor shall carry insurance with limits as required in Exhibit “A” by the City and shall provide to the City a certificate evidencing the same.

14. CONFLICTS OF INTEREST. The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

15. DISPUTES. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising out of this agreement which is not disposed of by agreement, shall be decided in accordance with Section 17-174 of the City’s Purchasing Ordinance as set forth in Chapter 17 of the Rockville City Code.

16. GOVERNING LAW. This Agreement is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by execution of this Agreement, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this agreement and further consents to venue in Montgomery County, Maryland.

17. SUCCESSORS AND ASSIGNS: This Agreement shall be binding and inure to the benefit of all successors and assigns of the parties hereto. Notwithstanding the foregoing, this Agreement shall be considered a personal services contract and the Contractor shall not assign any right or obligation under this Agreement without the City's express written consent which may be withheld in the City's sole and absolute discretion.

18. INDEPENDENT CONTRACTOR. The Contractor shall perform this Agreement as an independent contractor and shall not be considered an agent of the City, nor shall any of the Contractor's employees or agents be subagents of the City.

19. COMPENSATION. The Contractor shall provide to the City the services described in the amount not to exceed <OR LUMP SUM \$>. In the event the labor hours and expenses exceed this amount the Contractor shall complete the task with no additional compensation.

20. INVOICING. Requisitions for payment shall include a complete description of the services rendered, personnel, hourly rates, hours and date of services. All requisitions shall be submitted to the City of Rockville, Attn: Mr. xxxx, 111 Maryland Avenue, Rockville, MD 20850.

(ATTACHMENT E)
SAMPLE FORM – DO NOT RETURN

21. MODIFICATION. This agreement may be modified only by written instrument signed by both parties hereto.

22. ENTIRE AGREEMENT. This agreement, including the exhibits attached hereto, constitutes the entire agreement between the City and the Contractor, and the parties shall not be bound by any prior negotiation, representations or promises, not contained herein.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on the date written above.

ATTEST

THE MAYOR AND COUNCIL OF
 ROCKVILLE

 City Clerk

By: _____
 City Manager

ATTEST

<CONTRACTOR NAME>

By: _____ (Seal)

 Print or Type Name

 Print or Type Name

 Print or Type Title

 Print or Type Title

Approved as to form and legality:

 City Attorney

(ATTACHMENT F)
GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN



**CITY OF ROCKVILLE
 MARYLAND
 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
 (PROPOSAL 10.2012)**

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the Contractor unless accepted in writing. Words and abbreviations that have well known technical or trade meanings are used in accordance with such meanings.
2. **PREPARATION** All bids are to be submitted in a sealed envelope to the Purchasing Office marked with the bid number.

Conditional bids and bids containing escalator clauses will not be accepted. Bids must be signed by an individual authorized to bind the bidder.
3. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.
4. **BID AWARD** The award will be made to the offeror whose proposal, in the opinion of the City is the best taking into consideration all aspects of the offeror's responses, including total net cost to the City. In the event that the offeror to whom the award is made does not execute a contract within 15 days from receipt of the contract, the City may give notice to such offeror of intent to award the contract to the next most qualified offeror, or to call for new proposals.
5. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will retain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City. Such addendums, if issued, will posted at: <http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.
6. **ACCEPTANCE/REJECTION OF BIDS** The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City.

Bids shall be valid for a minimum of 120 days following the deadline for submitting offers. Bids may not be withdrawn during that period. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until such time as either an award is made or proper notice is given to the Purchasing Agent of Offeror's intent to withdraw its offer. Offers may only be canceled by submitting Notice at least 15 days before the expiration of the then current 120-day period.
7. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi year contract shall be null and void, effective July 1st of the affected year.
8. **ERRORS IN BIDS** When an error is made in extending total prices the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract.
9. **BID WITHDRAWAL** Requests for withdrawal of bids prior to bid opening shall be transmitted to the Purchasing Agent in writing.
10. **MISTAKES** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.

10.2012

(ATTACHMENT F)**GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN**

11. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be store in a secure manner. After such records are no longer need for record purposes, the records shall be destroyed or returned to the City.

Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site and Remote Access Confidentiality Agreement, which can be viewed at the following web address:
http://www.rockvillemd.gov/business/Rockville_Confidentiality_Policy.pdf.

12. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the contractor or supplied by the City.
13. **INTEREST IN MORE THAN ONE BID AND COLLUSION** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
14. **EXECUTION OF CONTRACT** The Contractor shall be required to execute a formal agreement with the City within fifteen days from the award. A sample of the agreement is attached. No revisions to the agreement will be allowed.
15. **COMPENSATION** The City will compensate the Contractor in the form of either lump sum payment upon completion and acceptance of the work or monthly progress payments. In either event, compensation shall not exceed any fixed, firm Lump Sum or Total proposed pricing within the Contractor's offer. All non-labor costs associated with administration, including but not limited to plan copies, courier, mailing data processing, forms, fax transmission, telephone calls, printing, office supplies, copying, are to be included with the pricing and hourly rates offer, otherwise they shall become the responsibility of the Contractor. No payment or reimbursement will be made for travel expenses.
16. **INVOICING** The Contractor shall submit invoices, in duplicate, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates) for service.
- Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number. All such invoices will be paid promptly by the City of Rockville unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address: City of Rockville, Attn: (Project Manager), 111 Maryland Avenue, Rockville, MD 20850.
17. **ELECTRONIC PAYMENT OPTION** The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Finance Department's efforts to improve customer services. Program information and registration can be viewed at the following web address:
<http://www.rockvillemd.gov/business/payment>
18. **PAYMENT TO SUBCONTRACTOR** Within seven days after receipt of amounts paid by the City for work performed by a subcontractor under this contract, the Contractor shall either: Pay the Subcontractor for the proportionate share of the total payment received from the City of Rockville attributable to the work performed by the Subcontractor under this contract; or Notify the City of Rockville and Subcontractor, in writing, of his/her intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.
19. **PERSONNEL** Principal or key personnel included in the proposal may not be substituted without written approval of the City of Rockville. Replacements for key personnel under the contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Consultant must submit written

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GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN

professional qualifications and experience for approval within ten working days prior to replacement for City review and approval or rejection.

20. **PRICE ADJUSTMENTS (CPI)** Unless otherwise stated in the bid document, rates quoted are to be firm for two (2) years after award of a contract. These rates will apply to additional work, change orders and contract modifications. A request for price adjustment after the 2-year period is subject to approval or rejection by the Purchasing Agent. The Consultant shall submit to the Purchasing Agent sufficient justification to support the Consultant's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request.
21. **INTERPRETATION** Any questions concerning general instruction and specifications shall be directed in writing to the Purchasing Office. The submission of a bid shall be prima facie evidence that bidder thoroughly understands the terms of the specification. The Contractor shall take no advantage of any error or omission in the specifications.
22. **DELIVERY** All time limits stated in the contract documents are of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.
23. **DELAYS/EXTENSION OF TIME** If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.

All claims for extensions must be a written notice sent to the Purchasing Agent within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.

24. **TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award may be made to second ranked Bidder, or, the work may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices.
25. **TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part, upon five (5) calendar day's written notice when the City determines that such termination is in its best interest. The City shall be liable only for those accepted goods and/or services furnished prior to the effective date of such termination.
26. **ABANDONMENT, DISSOLUTION AND RESTRUCTURING** A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City Of Rockville as soon as possible but not later than thirty (30) days from date of change.
27. **CHANGES** The City, without invalidating the contract, may order written changes in the scope of work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Purchasing Agent.

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the City from a change in the scope of work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon.

No alterations or variables in the terms of the contract shall be valid or binding upon the City unless made in writing and signed by the City.

28. **EXTRA COSTS** If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, a written request must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

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Any discrepancies which may be discovered between actual conditions and those represented by the specifications and/or drawings shall be reported to the City and work shall not proceed, until written instruction has been received by the Contractor from the City. On drawings the figured dimensions shall govern in the case of discrepancy between the scales and figures.

Anything shown on applicable plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans have the same effect as if shown or mentioned respectively on both.

29. **GUARANTEE** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager before final payment is made.

The Contractor guarantees that the items conform to the design and specifications and to drawings, samples or other descriptions referred to in this document. The Contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent and are suitable for the intended purpose as far as the Contractor knows or has reason to know. The guarantee contained herein shall remain in full force and effect for a minimum of one year after initial delivery to the City unless another effective period is specified.

30. **DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under the Agreement. Without additional compensation, Contractor shall correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Agreement, regardless of City having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies shall be at no cost to City.

31. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.

32. **SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract.

This does not relieve the Contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.

33. **RESERVATIONS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion without affecting the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity.

The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.

34. **AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to City Purchasing Ordinance.

35. **INDEMNIFICATION OF THE COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Mayor and Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the Contractor, or subcontractors or agents of the Contractor.

36. **NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.

37. **PROPRIETARY INFORMATION** The City agrees, to the extent permitted by law, to hold all material and information belonging to the offeror, which it deems to be confidential, in strictest confidence. The Contractor agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof

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other than for the performance of contractual obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data included in the proposal.

38. **RELEASE OF INFORMATION** During the term of the final agreement, the successful Contractor shall not release any information related to the services or the performance of the services under the agreement nor publish any final reports or documents without the prior written approval of the City.
39. **PATENTS AND ROYALTIES** Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful bidder must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City.

The Contractor will defend, at its own expense, and will pay the cost and damages awarded in any action brought against the City based on any allegation that the items provided by the Contractor infringe on a patent and copyright license or trade secret. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret, the Contractor will, at its expense, procure for the City the right to continue using the items, replace or modify the same so that it becomes non-infringing.

40. **MISCELLANEOUS PROVISIONS** The City and the Contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

41. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.
42. **BROKERING** The Contractor warrants that only an established commercial or selling agency maintained by the Contractor for the purpose of securing business may be retained to solicit or secure this contract. Any brokerage arrangements must be disclosed in the proposal. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City.
43. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, or disability. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices (provided by the City) setting forth the provisions of this nondiscrimination clause.

If the Contractor fails to comply with non-discrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville.

Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

44. **LANGUAGE** If applicable, the Contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently bilingual in English and the Contractor's

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employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.

45. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
46. **ASSIGNMENT** Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor except as expressly authorized in writing by the City.
47. **EXCLUSION** As part of the contract, the offeror must warrant that it will not engage in providing consulting or other services to any private entity regarding any property within the study area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise. This exclusion also applies to all subcontractors.
48. **OWNERSHIP OF DOCUMENTS** Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of the City. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors' obligations under the resulting contract without the prior written consent of City. Documents and materials developed by the Contractor under the resulting contract shall be the property of City of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.

(ATTACHMENT F)
GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN

INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability	Each Occurrence/Aggregate: \$1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

(ATTACHMENT F)
GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville
(Contract #, title)
City Hall
111 Maryland Avenue
Rockville, MD 20850

Metropolitan Washington Council of Governments Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES NO JURISDICTION

☐ ☐ Alexandria, Virginia
☐ ☐ Alexandria Public Schools
☐ ☐ Alexandria Sanitation Authority
☐ ☐ Arlington County, Virginia
☐ ☐ Arlington County Public Schools
☐ ☐ Bowie, Maryland
☐ ☐ Charles County Public Schools
☐ ☐ College Park, Maryland
☐ ☐ Culpeper County, Virginia
☐ ☐ District of Columbia
☐ ☐ District of Columbia Courts
☐ ☐ District of Columbia Public Schools
☐ ☐ District of Columbia Water & Sewer Auth.
☐ ☐ Fairfax, Virginia
☐ ☐ Fairfax County, Virginia
☐ ☐ Fairfax County Water Authority
☐ ☐ Falls Church, Virginia
☐ ☐ Fauquier County Schools & Government, Virginia
☐ ☐ Frederick County
☐ ☐ Gaithersburg, Maryland
☐ ☐ Greenbelt, Maryland
☐ ☐ Herndon, Virginia
☐ ☐ Loudoun County, Virginia
☐ ☐ Manassas, Virginia
☐ ☐ Manassas Public Schools

YES NO JURISDICTION

☐ ☐ Maryland-National Capital Park & Planning Comm.
☐ ☐ Metropolitan Washington Airports Authority
☐ ☐ Metropolitan Washington Council of Governments
☐ ☐ Montgomery College
☐ ☐ Montgomery County, Maryland
☐ ☐ Montgomery County Public Schools
☐ ☐ Prince George's County, Maryland
☐ ☐ Prince George's Public Schools
☐ ☐ Prince William County, Virginia
☐ ☐ Prince William County Public Schools
☐ ☐ Prince William County Service Authority
☐ ☐ Rockville, Maryland
☐ ☐ Spotsylvania County Schools
☐ ☐ Stafford County, Virginia
☐ ☐ Takoma Park, Maryland
☐ ☐ Vienna, Virginia
☐ ☐ Washington Metropolitan Area Transit Authority
☐ ☐ Washington Suburban Sanitary Commission
☐ ☐ Winchester Public Schools

Vendor Name

Revised 10/5/14